

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

| | | |
|--|---|--------------------|
| PATRICIA MENDEZ, |) | |
| |) | |
| Plaintiff, |) | |
| |) | Case No. 08 C 1216 |
| v. |) | Judge Shadur |
| |) | Presiding |
| SIEBERT GROUP 1, LLC-S.G. SERIES 4, et al. |) | |
| |) | |
| Defendants. |) | |

AFFIDAVIT OF PATRICIA MENDEZ

I, Patricia Mendez, on oath state as follows:

1. I have resided in the house located at 366 N. Central Avenue, Wood Dale, Illinois, for most of my life. My father built this house in 1944. On March 23, 1993, my mother, Mary Pinio, transferred the house to me by quit claim deed. I have lived there continuously since then.
2. I have no source of income and am currently unemployed. The only resource I had was my home. I have no other assets. I have steadily looked for work but have been unable to get a job. I do not have a car nor the money to pay for cabs or the train. I have applied for general assistance through my township but have been denied. I do not yet qualify for social security early retirement.
3. During late summer of 1999, I started receiving phone calls about refinancing my mortgage from GSF Mortgage. After so many calls, I agreed to meet with Mr. Thomas Ischkum, who came to my place of employment during my lunch break. Mr. Ischkum continued to speak to me about refinancing and told me he would take care of everything, that I would not have to do anything. I finally agreed to refinance with him. In September 1999, I went to his office and I signed the documents he gave to me.
4. In October 2001, I contacted Mr. Ischkum because I was in need of financial assistance. Mr. Ischkum handled the entire refinancing transaction and the only thing I had to do was go to his office when he told me to and sign the documents he gave me to sign. I again called on Mr. Ischkum to refinance my mortgage in December 2003, and he again took care of everything.
5. I was having trouble keeping my mortgage payments current. Each mortgage payment I made was applied to the prior month and each month my mortgage payment included late fees. My last mortgage payment was on December 26, 2006, and this was applied to the

past due amount for November 2006. I did not pay my mortgage in December 2006, January, February or March 2007.

6. I contacted Mr. Ischkum for help and he again assured me that he would take care of it. I did not hear from Mr. Ischkum again. This time he sent Pat Cardoni to my house to talk about the refinancing. I thought Mr. Cardoni worked for Mr. Ischkum and did not know he was a real estate broker.
7. I went to the GSF office to sign the documents on March 16, 2007. Unlike the times before, Mr. Ischkum was not there, and there were a lot of other people that I did not know. During that transaction, I learned that money was being held as pre-paid rent. I had to pay \$1035.89 in rent to Siebert, which I did. I was then told to pay \$1001.60 in rent to Mr. Ischkum. I did not know that Siebert transferred the house to Mr. Ischkum and his wife.
8. I paid rent to Mr. Ischkum from March until July, but was unable to pay in August, 2007. In September 2007, Ms. Ischkum gave me eviction papers. I contacted Prairie State Legal Services for help with the eviction. That eviction case was dismissed.
9. I filed a lawsuit in DuPage County state court on January 24, 2008, through Prairie State Legal Services. Mr. Ischkum then served me with new eviction papers. In April, the judge in that case said I had to pay \$1071.25 in rent to Mr. Ischkum. I have not been able to pay and the eviction case is going to trial on June 17, 2008.
10. If I am evicted from my home, I will be homeless.

The foregoing is true and accurate to the best of my knowledge and belief and I would so testify if called upon to do so in a court of law.

Patricia Mendez
Patricia Mendez

SUBSCRIBED AND SWORN to
before me this 2nd day
of June, 2008.

Ana Collazo
NOTARY PUBLIC

